

POULTRY BREWERS, INC.
DIVISION OF TYSON FOODS, INC.
BROILER CONTRACT
SPRINGDALE - 1188

This contract, entered into by and between Poultry Growers, Inc., whose address is 2210 Gallows, Springdale, AR 72764 (hereinafter referred to as "The Company"), and Ed Angelos whose address is Benton (hereinafter referred to as the "Producer").

W-I-T-N-E-S-S-E-T-H

1. Duties of the Company.

A. Property Provided by Company. The Company agrees to furnish the Producer chicks, feed and medication. Title to the chicks, feed and medication shall remain in the Company.

B. Services Provided by Company. The Company agrees to provide the following services at no cost to Producer.

- (1) Technical Advice. Company Advisors shall visit the Producer periodically to give advice and assistance as required.
- (2) Catching and Marketing. The Company or its designee at its sole discretion shall have the right to market the poultry at any time. The Company shall catch, load and transport the flock to a place designated by the Company.
- (3) Feed Delivery. Company will deliver feed to the Producer's farm.

2. Duties of the Producer.

A. Producer agrees at his own expense to furnish all labor, utilities, litter and supplies and to provide housing and equipment well maintained and fully equipped as required by Company specifications.

B. Producer agrees to cooperate with the Company in adopting and/or installing new proven management practices and equipment.

C. Producer warrants that he will not use or allow to be used during the period of the Contract, any feed, medications, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by Company. IN NO WAY LIMITING ANY DEFAULT PROVISION HEREIN, PRODUCER AGREES THAT ANY BREACH OF THIS SECTION WILL RESULT IN IMMEDIATE DEFAULT BY PRODUCER OF THIS CONTRACT AND COMPANY MAY TAKE ANY ACTION SO PROVIDED FOR IN PARAGRAPH 13 HEREIN.

D. Producer will bear the risk of loss of his own property and of his compensation in the event of fire, or other catastrophe while birds are in his possession.

E. Producer shall supply sufficient help at the time of delivery to assist in the expeditious unloading and placement of new chicks. When birds are caught for processing, the Producer or his agent shall be present and have prepared such house for the catching crews in accordance with the schedule provided by the Company.

F. Producer will maintain ALL-WEATHER ROADS to broiler houses and feed line free of any overhanging wires or other obstacles and with adequate space to turn vehicles where necessary. Failure to provide such road and turning area will make Producer liable for wrecker or towing charges in addition to any other damages the Company may sustain. Producer must provide approved pads for mechanical loading equipment.

G. The Producer agrees to walk through the houses with catching foreman before catching of chickens begins, in order to insure that all dead birds have been removed. All chickens soothered during catching will be loaded onto the truck and weighed at the Processing Plant. In the event the Producer is not present, the Producer agrees to accept the determination of the catching foreman between dead and soothered chickens.

3. Independent Contractor. It is understood and agreed that the producer is an independent contractor and is not a partner, agent or employee of the Company.

4. Right of Access. The Company shall have the right of access at all times to the premises in which the poultry is grown for the purpose of inspecting birds, delivering feed, chicks, or supplies and removal of birds.

5. Settlement with Producer. The Producer agrees to accept as compensation for the agreement and the Company agrees to pay compensation to Producer as determined by the basic pay chart. Calculations determining Producer's cost and payment will be done according to the Schedule A attached hereto and becoming a part thereof.

6. Condemnation. Condemnation charged to the Producer shall consist of birds condemned for the following causes: Tuberculosis, Leukosis, Septicemia, Toxemia, Bysovitis, Isomys, Plant Rejects, Airsacculitis, and all Air Sac parts. Condemned weight will equal number of head condemned times average live weight of flock and all air sac parts. Producer will be paid on total pounds delivered to plant less condemned weight. Condemnation due to plant causes shall consist of birds condemned for the following causes and will not be charged against Producers farm weights: Cadavers, Overcalds, No Viscera, Contamination and other plant condemned.

7. Farm Weight. The farm weight is the net difference between gross and tare weight. Gross weight will be determined on the scale normally used for such purpose as promptly as possible after the poultry is loaded on the vehicle.



SPRINGDALE BROTHERS -2-

8. Payments. Payments will be made to Producers so later than three weeks following the week of slaughter unless circumstances beyond the control of the Company are involved.

9. Number and Type of Broilers. The Company reserves the right to determine the number of broilers and the type of broilers that are to be placed in the Producer's houses.

10. No Warranty of Property. The COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE WARRANT ANY PROPERTY DELIVERED OR RECOMMENDED BY IT TO THE PRODUCER.

11. Best of Efforts. The Producer and the company agree to do their best in maintaining the broiler flock in such a manner that various performance will result.

12. Events of Default. Producer shall be considered in default upon the happening of any of the following events:

- A. Default under any separate but related financing agreement with a lending institution.
- B. Actual or attempted levy, seizure or attachment of any of the Company's property.
- C. Use of abusive language, threat of physical harm or in any way impeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.
- D. Insolvency or bankruptcy of the Producer.
- E. Failure of the Producer to properly care for and protect any of the Company's property.
- F. The happening of any event which in the opinion of Company endangers or impairs the Company's property.
- G. Failure of the Producer to perform its obligation under this agreement.

13. Action by Company on Default of Producer. Upon default or breach of any of the Producer's obligations under this agreement, the Company may immediately cancel this agreement by giving notice in writing, and the Company may take possession without further notice, delay, or legal process, of poultry, feed or other property owned by the Company and the Company shall have the right to utilize, without cost, the Producer's broiler growing facilities in raising the broilers to a marketable weight. The Company may also pursue any other remedies available at law or in equity.

14. Waiver of Default. No waiver by Company of any default shall operate as a waiver of any other default or of the same default on future occasion.

15. Reimbursement of Company. At its option, Company may discharge taxes, liens, or other encumbrances at any time levied or placed on the property, and pay such charges as may be incurred by Producer in maintaining and preserving the poultry. Producer agrees to reimburse Company on demand for payment made or any expense incurred by Company pursuant to this authorization.

16. Term of Contract. It is expressly understood and agreed between the parties hereto that the term of this agreement shall be for one batch of chickens only, provided, however that this agreement shall be automatically renewed for a successive batch or batches of poultry and this agreement shall continue on the same terms and provisions for such successive batch or batches until same is cancelled or terminated by either party. Such right of termination shall exist only at the time that a particular batch is marketed, and in the event that either party desires to terminate this agreement at such time they may do so with or without cause by delivering to the other party written notice either by certified mail or personal delivery. Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral agreement for successive batches of chickens or to make any other oral modifications of this agreement unless same is made in writing and signed by an authorized employee of Company.

17. Assignment. Company may assign this contract at any time. Producer may assign this contract only with the written consent of Company.

18. Prior Agreement. This contract supersedes all prior Agreements between the parties hereto.

EXECUTED THIS 19 DAY OF Dec, 19 86
 PRODUCER: Rt 3 Box 292
 ADDRESS: Springdale Ark
72764
 COUNTY: Benton
 TELEPHONE NO: 757-4548
 SOCIAL SECURITY NO: REDACTED

POULTRY GROWERS, INC.

TYSON FOODS, INC.
BROILER CONTRACT
7189

This contract, entered into by and between Tyson Foods, Inc. whose address is TYSON S
E. d. Jenkins
hereinafter referred to as the "Company"), and Springdale
whose address is _____ (hereinafter referred to as the "Producer"),
W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual covenants of the Company and the Producer as set forth below, the parties agree as follows:
1. **Duties of the Company:**
A. **Property Provided by Company:** The Company agrees to furnish the Producer chicks, feed and medication for the production of broilers. Title to the chicks, feed and medication shall remain in the Company.

B. **Services Provided by Company:** The Company agrees to provide the following services at no cost to Producer:
(1) **Technical Advice:** Company advisors shall visit the Producer periodically to give advice and assistance as required.
(2) **Catching and Marketing:** The Company or its designee at its sole discretion shall have the right to market the poultry at any time. The Company shall catch, load and transport the flock to a place designated by the Company.
(3) **Feed Delivery:** Company will deliver feed to the Producer's farm.

2. **Duties of the Producer:**
A. Producer agrees to furnish all labor, utilities, litter and supplies and to provide well maintained housing and equipment as required by Company specifications.
B. Producer agrees to cooperate with the Company in adopting and/or installing new proven management practices and equipment.
C. Producer warrants that he will not use or allow to be used during the period of the Contract, any feed, medication, herbicides, pesticides, rodenticides, insecticides or any other toxic except as supplied or approved in writing by Company. IN NO WAY LIMITING ANY DEFAULT PROVISION HEREIN, PRODUCER AGREES THAT ANY BREACH OF THIS SECTION WILL RESULT IN IMMEDIATE DEFAULT BY PRODUCER OF THIS CONTRACT AND COMPANY MAY TAKE ANY ACTION SO PROVIDED FOR IN PARAGRAPH 12 HEREIN.
D. Producer will bear the risk of loss of his own property and of his compensation in the event of fire, or other catastrophe while birds are in his possession.
E. At the time of delivery of the new chicks, Producer shall supply sufficient help to assist in their expeditious unloading and placement. When birds are caught for processing, the Producer or his authorized agent shall be present and shall have prepared each house for the catching crews in accordance with the schedule provided by Company.
F. Producer will maintain ALL-WEATHER ROADS to poultry houses and feed line free of any overhanging wires or other obstacles with adequate space to turn vehicles where necessary. Failure to provide such road and turning area will cause Producer to become liable for wrecker or towing charges and any other damages the Company may sustain. Producer must provide approved paths for mechanical loading equipment.
G. In order to insure that all dead birds have been removed from the houses, the Producer or his authorized agent agrees to walk through the houses with the catching crew before catching of chickens begins. All chickens smothered during catching will be loaded onto the truck and weighed as provided in Paragraph eight (8) below. In the event the Producer or his authorized agent is not present, the Producer agrees to accept the determination of the catching crew between dead and smothered chickens.

3. **Payments:**
At the end of the growing period designated by the Company, the Company will settle with the Producer of the flock in question and Producer agrees to accept as compensation the payment as determined by the payment Schedule A attached hereto. Payments will be made to Producer no later than 15 days following the week of slaughter unless circumstances beyond the control of the Company are involved.

4. **Best Efforts:**
The Producer and the Company agree to use their best efforts in maintaining the broiler flock in such a manner that maximum performance will result.

5. **Independent Contractor:**
It is understood and agreed that the Producer is an independent contractor and is not a partner, agent or employee of the Company.

6. **Right of Access:**
The Company shall have the right of access at all times to the premises in which poultry is grown for the purpose of inspecting birds, delivering feed, chicks, or supplies and removing birds.

7. **Condemnation:**
Condemnation charged to the Producer shall consist of birds condemned for the following causes: Tuberculosis, Leukosis, Septicemia, Yersinia, Typhoid, Tumors, Plant Parasites, Arteriosclerosis, Inflammatory Processes, Non-salvageable Air Sac Parts and Non-salvageable Inflammatory Gizzard Parts. Condemned weight will equal number of head condemned times average live weight of flock plus all non-salvageable air sac parts and all non-salvageable inflammatory gizzard parts. Producers will be paid on total pounds delivered to plant less condemned weight. Condemnations due to plant causes shall consist of birds condemned for the following causes and will not be charged against Producer's farm weight: Cadavers, Overweight, No Viscera, Contamination and other plant caused condemnations.

8. **Farm Weight:**
The farm weight is the net difference between gross and tare weight. Gross weight will be determined on the scale normally used for such purpose as promptly as possible after the poultry is loaded on the vehicle.

9. **Number and Type of Broilers:**
The Company reserves the right to determine the number of broilers and the type of broilers that are to be placed in the Producer's houses.

10. **No Warranty of Property:**
THE COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE WARRANT ANY PROPERTY DELIVERED OR RECOMMENDED BY IT TO THE PRODUCER.

11. **Events of Default:**
Any of the following events or occurrences shall constitute a default by Producer under this agreement.
A. Default under any separate but farm related financing agreement with a Producer's creditor.
B. Actual or attempted levy, seizure or attachment of any of the Company's property.
C. Use of abusive language, threat of physical harm or in any way impeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.
D. Insolvency or bankruptcy of the Producer.
E. Failure of the Producer to properly care for and protect any of the Company's property.
F. The occurrence of any event which in the opinion of the Company endangers or impairs the Company's property.
G. Failure of the Producer to perform its obligation under this agreement.

12. **Remedies of Company on Default of Producer:**
Upon an occurrence of an event of default by Producer, the Company may immediately terminate this agreement by giving Producer written notice of termination by Certified Mail or personal delivery and Company may, without further notice, delay or legal process, take possession of poultry, feed or other property owned by Company. The Company shall also have the right to utilize, without cost, the Producer's poultry facilities until the flock reaches a marketable weight. The Company may also pursue any other remedies available at law or in equity.

13. **Waiver of Default:**
No waiver by Company of any default shall operate as a waiver of any other subsequent default and the rights and remedies reserved to the Company shall be deemed cumulative and not exclusive of any other right provided by law or equity.

14. **Reimbursement of Company:**
The Company may discharge taxes, fees, or other encumbrances levied or placed on the poultry and pay such other charges as may be incurred by Producer in maintaining and preserving the poultry. Producer agrees to reimburse Company for any payments made by Company pursuant to this authorization.

15. **Term of Contract:**
It is expressly understood and agreed between the parties hereto that the terms and conditions of this agreement shall remain in effect for the period required for Producer to grow and deliver to the Company one (1) flock of broilers, provided, however, that this agreement shall be automatically renewed for successive flocks of broilers unless terminated as herein provided. Either party may terminate this agreement, without cause, only at the time a particular flock of broilers is delivered to the Company and prior to the Company's placement of chicken with a Producer by delivering written Notice of Termination by Certified Mail or personal delivery. Producer understands and agrees that no agent, servant, or employee of Company has the authority to make any oral agreements for successive flocks of broilers or to make any other oral modification to this agreement. Modification of this agreement may only be accomplished by written instrument fully executed by the Producer and an authorized representative of the Company.

16. **Assignment:**
Company may assign this contract at any time. Producer may assign this contract only with the written consent of Company.

17. **Prior Agreement:**
This contract supersedes all prior Agreements between the parties hereto whether oral or written.

EXECUTED THIS 18 day of Oct, 1989
PRODUCER Edward Jenkins TYSON FOODS, INC. BY Lee Reed
SOCIAL SECURITY NO. REDACTED
TELEPHONE NO. 731-4548
COUNTY Benton

POULTRY GROWERS, INC.
DIVISION OF TYSON FOODS, INC.
BROILER CONTRACT
SPRINGDALE - 1186

This contract, entered into by and between Poultry Growers, Inc., whose address is 2210 Baklava, Springdale, AR 72764 (hereinafter referred to as "The Company"), and Jaymie C. [unclear] whose address is Box 152 Bentonville AR (hereinafter referred to as the "Producer").

W-I-T-N-E-S-S-E-T-H:

1. Duties of the Company:

- A. Property Provided by Company. The Company agrees to furnish the Producer chicks, feed and medication. Title to the chicks, feed and medication shall remain in the Company.
- B. Services Provided by Company. The Company agrees to provide the following services at no cost to Producer.
- (1) Technical Advice. Company Advisers shall visit the Producer periodically to give advice and assistance as required.
- (2) Catching and Marketing. The Company or its designee at its sole discretion shall have the right to market the poultry at any time. The Company shall catch, load and transport the flock to a place designated by the Company.
- (3) Feed Delivery. Company will deliver feed to the Producer's farm.

2. Duties of the Producer:

- A. Producer agrees at his own expense to furnish all labor, utilities, litter and supplies and to provide housing and equipment well maintained and fully equipped as required by Company specifications.
- B. Producer agrees to cooperate with the Company in adopting and/or installing new proven management practices and equipment.
- C. Producer warrants that he will not use or allow to be used during the period of the Contract, any feed, medications, herbicides, pesticides, rodenticides, insecticides or any other item except as supplied or approved in writing by Company. IN NO WAY LIMITING ANY DEFAULT PROVISION HEREIN, PRODUCER AGREES THAT ANY BREACH OF THIS SECTION WILL RESULT IN IMMEDIATE DEFAULT BY PRODUCER OF THIS CONTRACT AND COMPANY MAY TAKE ANY ACTION SO PROVIDED FOR IN PARAGRAPH 13 HEREIN.
- D. Producer will bear the risk of loss of his own property and of his compensation in the event of fire, or other catastrophe while birds are in his possession.
- E. Producer shall supply sufficient help at the time of delivery to assist in the expeditious unloading and placement of new chicks. When birds are caught for processing, the Producer or his agent shall be present and have prepared each house for the catching crews in accordance with the schedule provided by the Company.
- F. Producer will maintain ALL-WEATHER ROADS to broiler houses and feed bins free of any overhanging wires or other obstacles and with adequate space to turn vehicles where necessary. Failure to provide such road and turning area will make Producer liable for wrecker or towing charges in addition to any other damages the Company may sustain. Producer must provide approved pads for mechanical loading equipment.
- G. The Producer agrees to walk through the houses with catching foremen before catching of chickens begins, in order to insure that all dead birds have been removed. All chickens soothered during catching will be loaded onto the truck and weighed at the Processing Plant. In the event the Producer is not present, the Producer agrees to accept the determination of the catching foremen between dead and soothered chickens.
3. Independent Contractor. It is understood and agreed that the producer is an independent contractor and is not a partner, agent or employee of the Company.
4. Right of Access. The Company shall have the right of access at all times to the premises in which the poultry is grown for the purpose of inspecting birds, delivering feed, chicks, or supplies and removal of birds.
5. Settlement with Producer. The Producer agrees to accept as compensation for the agreement and the Company agrees to pay compensation to Producer as determined by the basic pay chart. Calculations determining Producer's cost and payment will be done according to the Schedule A attached hereto and becoming a part thereof.
6. Condemnation. Condemnation charged to the Producer shall consist of birds condemned for the following causes: Tuberculosis, Leukosis, Septicemia, Toxemia, Synovitis, Tumors, Plant Rejects, Airsacculitis, and all Air Sac parts. Condemned weight will equal number of head condemned times average live weight of flock and all air sac parts. Producer will be paid on total pounds delivered to plant less condemned weight. Condemnation due to plant causes shall consist of birds condemned for the following causes and will not be charged against Producers farm weight: Cadavers, Overcaulds, No Viscera, Contamination and other plant condemned.
7. Farm Weight. The farm weight is the net difference between gross and tare weight. Gross weight will be determined on the scale normally used for such purpose as promptly as possible after the poultry is loaded on the vehicle.

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SPRINGDALE BROILERS -2-

8. Payments. Payments will be made to Producers no later than three weeks following the week of slaughter unless circumstances beyond the control of the Company are involved.

9. Number and Type of Broilers. The Company reserves the right to determine the number of broilers and the type of broilers that are to be placed in the Producer's houses.

10. No Warranty of Property. The COMPANY DOES NOT WARRANT QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE WARRANT ANY PROPERTY DELIVERED OR RECOMMENDED BY IT TO THE PRODUCER.

11. Best of Efforts. The Producer and the company agree to do their best in maintaining the broiler flock in such a manner that maximum performance will result.

12. Events of Default. Producer shall be considered in default upon the happening of any of the following events:

- A. Default under any separate but related financing agreement with a lending institution.
- B. Actual or attempted levy, seizure or attachment of any of the Company's property.
- C. Use of abusive language, threat of physical harm or in any way impeding the Company or its authorized representatives from inspecting or examining the Producer's facilities and flocks.
- D. Insolvency or bankruptcy of the Producer.
- E. Failure of the Producer to properly care for and protect any of the Company's property.
- F. The happening of any event which in the opinion of Company endangers or impairs the Company's property.
- G. Failure of the Producer to perform its obligation under this agreement.

13. Action by Company on Default of Producer. Upon default or breach of any of the Producer's obligations under this agreement, the Company may immediately cancel this agreement by giving notice in writing, and the Company may take possession without further notice, delay, or legal process, of poultry, feed or other property owned by the Company and the Company shall have the right to utilize, without cost, the Producer's broiler growing facilities in raising the broilers to a marketable weight. The Company may also pursue any other remedies available at law or in equity.

14. Waiver of Default. No waiver by Company of any default shall operate as a waiver of any other default or of the same default on future occasions.

15. Reimbursement of Company. At its option, Company may discharge taxes, liens, or other encumbrances at any time levied or placed on the property, and pay such charges as may be incurred by Producer in maintaining and preserving the poultry. Producer agrees to reimburse Company on demand for payment made or any expense incurred by Company pursuant to this authorization.

16. Term of Contract. It is expressly understood and agreed between the parties hereto that the terms of this agreement shall be for one batch of chickens only, provided, however that this agreement shall be automatically renewed for a successive batch or batches of poultry and this agreement shall continue on the same terms and provisions for such successive batch or batches until same is cancelled or terminated by either party. Such right of termination shall exist only at the time that a particular batch is marketed, and in the event that either party desires to terminate this agreement at such time they may do so with or without cause by delivering to the other party written notice either by certified mail or personal delivery. Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral agreement for successive batches of chickens or to make any other oral modifications of this agreement unless same is made in writing and signed by an authorized employee of Company.

17. Assignment. Company may assign this contract at any time. Producer may assign this contract only with the written consent of Company.

18. Prior Agreement. This contract supersedes all prior Agreements between the parties hereto.

EXECUTED THIS 12 DAY OF November, 19 76.

PRODUCER: Joyce Blawie

POULTRY BROILERS, INC.

ADDRESS: Rt 2 Box 152

BY Jimmy D. Bradford

Winterville, NC 27712

COUNTY: Benton

TELEPHONE NO: 347-1476

SOCIAL SECURITY NO: REDACTED

TYSON FOODS, INC.
SPRINGDALE, ARKANSAS

25-1984

BREEDER PULLET GROWING AGREEMENT

This Agreement made and entered into this 1 day of October 1984 by and between Bill Curran an individual, partnership or corporation, hereinafter designated Grower, and Poultry Growers, Inc., an Arkansas Corporation, hereinafter designated Supplier:

WITNESSETH:

1. Payment to the Grower for facilities furnished and services rendered in accordance with this Agreement, shall be 1.81 cents per square foot per week on 51,800 square feet of usable floor space a per diem amount of \$ 134.39. Payment will be prorated per day for a partial week when birds are placed or moved from facilities. Payment will be computed by multiplying the per diem amount times (x) the number of days owed in each month. Payment will be made within ten (10) working days following the last day of the month. In addition, Supplier will pay 75% of the cost of fuel and Grower will pay 25% of the cost of fuel. All fuel tanks and gas meters will be maintained in Growers name. Payment for 75% of natural gas and propane purchased from sources other than Supplier owned propane company will be made to Grower within ten (10) working days after presentation of bill to Supplier. Growers purchasing propane from Supplier owned propane company will be billed for 25% of volume delivered times (x) current gas price.
2. Supplier will provide Grower with pullet and/or cockerel chicks which Supplier will entrust to Grower who shall be responsible for their care, feeding and maintenance until they are transferred to the laying cycle at approximately 18 weeks of age. Supplier will also provide the litter, spraying, feed and medication necessary to maintain the flock through the growing cycle.
3. Grower shall furnish all labor, housing, water, utilities and equipment (including but not limited to feeders, bulk feed bins, waters, lights and brooders) as specified by Supplier for the proper care and servicing of the flock. Grower will comply with instructions and recommendations by Supplier on the care, feeding, and management of the flock during the term of this agreement. Grower will maintain required growing and mortality records as required by Supplier. Grower will report promptly to Supplier all disease, sickness and/or unusual conditions that may occur. Grower agrees that no other poultry or game birds of any kind will be kept on the premises. Grower agrees to permit only those persons authorized by Supplier to enter the poultry house and agrees to keep all doors locked.
4. Grower agrees that he will not use or allow to be used during the period of this contract, any feed, medication, herbicides, pesticides, or insecticides except as supplied or approved by Supplier.
5. Grower will be present during all work performed by crews of the Supplier.

6. Grower agrees that right of removal and title to all birds, feed, medication and/or supplies furnished Grower by Supplier remains with Supplier and will not be removed from the premises or otherwise disposed of except as provided for in this Agreement.
7. Supplier shall be entitled to immediate possession of said breeders at any time due to Growers death, disability or failure to follow and abide by Supplier's instructions with respect to the care and feeding of said breeders. Labor and other costs incurred by Supplier in caring for said breeders can be deducted from the payment due Grower under this Agreement.
8. It is mutually understood and agreed that should any of said improvements hereinabove be rendered unfit for the purpose for which they are hereby intended by reason of fire, windstorm, tornado, disease or other unavoidable casualty, the sums hereinabove stipulated to be paid by Supplier shall be terminated and Supplier shall not have any further obligations.
9. It is expressly understood and agreed between the parties hereto that the terms of this Agreement shall be for one flock of breeders only, provided; however, that this Agreement shall be automatically renewed for a successive flock of breeders, and this Agreement shall continue on the same terms and provisions for such successive flocks until same is cancelled or terminated by either party. Such right of termination shall exist only at the time that a particular batch is marketed, and in the event that either party desires to terminate this agreement at such time they may do so with or without cause by delivering to the other party written notice either by certified mail or personal delivery. Grower understands and agrees that no agent, servant, or employee of Supplier has authority to make any oral Agreement for successive flocks of breeders or to make any other oral modifications of this Agreement unless same is made in writing and signed by an authorized employee of Supplier.

The Grower states that he has read and understands the terms of this Agreement as outlined above, understands that he is an independent Grower and not an employee of Supplier and binds his heirs, executors, administrators and assigns by his hand and seal this 1 day of October, 1984

Billy R. Cuna
(Grower's Signature)

Bobby Higginell
(Serviceman's Signature)

Grower's Address: rt. #1 Box 68
Monty, Ark 71754
Telephone No. 736-1630
Social Security No. REDACTED

TYSON FOODS, INC.
SPRINGDALE, ARKANSAS
BREEDER HEN CONTRACT

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1987

SCHEDULE A - PULLET PAYMENT

Payment of 1 1/4¢ per pullet housed per week will begin upon date farm is filled with birds.

Payment will continue until birds are capitalized at 20% production or when egg production payment exceed weekly pullet payment. Payment will be made 10 working days following the end of a weekly pay period.

Payment will be paid on 12/09 pullets housed and will begin on Aug. 13, 1987.

The grower states that he has read and understands the terms of this Agreement as outlined above, understands that he is an Independent Grower and not an employee of Supplier and binds his heirs, executors, administrators and assigns by his hand and seal this 17 day of Aug, 1987

GROWER Don
Carolyn Umherson
(Grower's Signature)

Dorothy Richards
(Serviceman's Signature)

Rt. 1 Box 47B Cane Hill
(Grower's Address)

Social Security No. REDACTED

30-1182 GREEN ACRES

BREEDER PULLET LEASE AGREEMENT

This agreement made and entered into this 1st day of NOVEMBER 1985, by and between GREEN ACRES an individual, partnership or corporation, hereinafter designated Lessor, and Poultry Growers, Inc., an Arkansas Corporation, hereinafter designated Lessee:

WITNESSETH:

1. The Lessor does hereby let, lease and demise unto the Lessee for a term of 1 years beginning NOVEMBER 1 1985 the poultry houses, equipment therein, and dwelling houses which the Lessee desires for the purpose of rearing and or maintaining Breeder Pullet flocks.
2. The Lessee agrees to pay and the Lessor agrees to accept for the use of said premises, a sum determined as follows:

On a per square basis at the rate of 42.5¢ per square foot on 36,000 square feet annually plus \$ for labor weekly.
A per month amount of \$ 1,275.00.

Payment will be paid monthly and will be paid in advance X or arrears . Payment will be made within 10 working days following the first day of the month.

3. It is mutually understood and agreed the Lessor will keep buildings, equipment and dwelling houses in a state of repair conducive to purposes for which said premises are hereby let, satisfactory to the Lessee.
4. It is mutually understood and agree that should any of said improvements on the said lands hereinabove be rendered unfit for the purposes for which they are hereby let by reason of fire, windstorm, tornado or other unavoidable casualty, the rental sums hereinabove stipulated to be paid by Lessee, or such portion thereof as may in the circumstances be just and mutually agreed upon, shall be abated during such time as the same shall remain unfit, or until the Lessor has put them in condition suitable for the purposes for which they were let, and that nothing herein is intended to require the Lessor the replace any improvements that may be damaged or destroyed.
5. The Lessee agrees that it will not commit waste, nor permit waste to be done upon the aforesaid property and premises, that it will not operate nor permit to be operated, not to exist thereon or therein any public nuisance, and that at the expiration of this agreement, the foresaid improvements shall be in as good a condition as said improvements shall be, natural wear, tear and action of the elements alone excepted.

- 6. The Lessee agrees to save harmless the Lessor from and against damage, claims of damage and loss, liability and expense on account of any claim for bodily injuries, including death to any person or persons, caused by or perpetrated by an agent of the Lessee, while upon said premises.
- 7. The Lessor shall in no way be liable for damage to any property of Lessee of a nature not of his perpetration or participation; nor shall the Lessee be liable for damage to any property of the Lessor located on said premises, of a nature not of his pertration or participation.
- 8. The Lessor agrees to pay all taxes and other assesments levied upon said property as they shall become due.
- 9. It is mutually understood that any attached addendum signed by the parties hereto shall be an integral part of this agreement.
- 10. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Anthony Cuzick
LESSOR

LESSOR

Poultry Growers, Inc.

By: *[Signature]*

Lessor: Mailing address Route 2 Box 393
Lincoln, Ark.
72744

SS # _____ REDACTED _____

MONTHLY BROILER COST BY GROWER AUG 27, 1983

05 29310 NEST, RANDY L.
JIM WILSON

AVOLIV

CHICKS PLACED	46,500	.00	
CHICKS SOLD	45,720	.00	
AGE	46	.00	
LIVABILITY	97.832	.00	
POUNDS PRODUCED	96,340	.00	77
AVERAGE WEIGHT	210	.00	
POUNDS DEAD & SMOTH	40	.00	
POUNDS CONDEMNED	593	.00	
POUNDS SOLD	95,707	.00	
PERCENT CONDEMNED	.61	.00	
CONVERSION	1.6969	.00	
STARTER	134,080	12,901.84	1340
CORNISH CRUMBLES	29,400	2,753.41	286
TOTAL FEED COST	163,480	15,665.25	1626
FEED COST ADJ.		.00	
FEED COST AFTER ADJ.		15,665.25	1626
CHICK COST	46,500	7,024.81	729
GROWER COST		3,918.62	407
SERVICE		250.48	26
TOTAL FARM PROD COS	96,340	26,859.16	2788
CONDEMNED	593	165.32	17
NET FM COST AFTER C	95,747	26,859.16	2805
DEAD & SMOTHERED	40	101.05	1
NET DEL MEAT COST	95,707	26,859.16	2806
TRANSPORTATION COST		1,320.00	138

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MONTHLY BROILER COST BY GROWER JAN 01, 1983

45-23290 GRIMSLEY, KATIE
 CHUCK RUTHERFORD

AVOLIV

CHICKS PLACED	35,000		.00
CHICKS SOLD	33,530		.00
AGE	73		.00
LIVABILITY	9,580		.00
POUNDS PRODUCED	150,080		.79
AVERAGE WEIGHT	447		.00
POUNDS DEAD & SMOTH	529		.00
POUNDS CONDEMNED	950		.00
POUNDS SOLD	148,601		.00
PERCENT CONDEMNED	63		.00
CONVERSION	2,1031		.00
STARTER	71,860	5,697.50	380
FINISHER	158,200	12,470.45	831
FATTENER	50,360	3,905.48	260
PRE-STARTER	35,220	3,978.61	265
TOTAL FEED COST	315,640	26,052.04	1736
FEED COST ADJ.			.00
FEED COST AFTER ADJ.		26,052.04	1736
CHICK COST	35,000	5,214.54	347
GROWER COST		5,619.60	374
SERVICE		405.21	27
TOTAL FARM PROD COS	150,080	37,291.39	2485
CONDEMNED	950	236.05	16
NET FM COST AFTER G	149,130	37,291.39	2501
DEAD & SMOTHERED	529	131.44	9
NET DEL HEAT COST	148,601	37,291.39	2509
TRANSPORTATION COST		4,860.00	327

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MONTHLY BROILER COST BY GROWER MAR 31, 1984

42 23300 GRIMSLEY, ROY-FARM R AVOLIV

CHICKS SOLD	30,770	.00	
LIVABILITY	9,768	.00	
AVERAGE WEIGHT	233	.00	
POUNDS DEAD & SMOTHERED	67	.00	
POUNDS CONDEMNED	272	.00	
PERCENT CONDEMNED	37	.00	
CONVERSION	1.71		
STARTER	59,400	6,158.41	857
CORNISH CRUMBLES	34,720	3,472.18	483
FEED COST ADJ.		.00	
CHICKS COST	217,350	3,458.60	757
GROWER COST		3,248.06	452
SPRAY		240.25	33
TOTAL BIRTH PRODUCTION COST	217,350	22,018.99	3,085
CONDEMNED	272	83.34	12
DEAD & SMOTHERED	67	20.53	3
NET DELIVERABLE COST	217,350	22,018.99	3,085
TRANSPORTATION COST		360.00	50